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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

MANAGEMENT AGREEMENT

BY AND BETWEEN

**LINCOLN PROFESSIONAL BASEBALL, INC.
AS OWNER**

AND

**LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP,
AS MANAGER**

DATED: February 27, 2001

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is entered into as of this 27th day of February, 2001 by and between Lincoln Professional Baseball, Inc., a Nebraska corporation ("Owner") and Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Manager").

RECITALS

1. The Lincoln Saltdogs team (the "Saltdogs") is in the process of developing and designing a new approximately 4,400 seat stadium (the "Stadium") and related facilities at Haymarket Park (together, the "Haymarket Park") located at 406 or 408 Line Drive Lincoln, NE, which Stadium, when complete, will be (a) known as the Lincoln Stadium and (b) the home arena for, among other events, all of the Saltdogs home, exhibition, regular season and post-season minor league baseball games.

2. Owner also owns the exclusive right to determine who shall operate the food and beverage concession services throughout the Haymarket Park.

3. Manager and its affiliated and related entities are in the business of developing, owning and managing restaurants and other food service facilities.

4. Manager desires to render certain management and operational services for the Haymarket Park, all as more fully described in this Agreement.

5. Owner desires to engage Manager, and Manager desires to be engaged by Owner, pursuant to the terms of this Agreement, to exclusively manage all of the food and beverage services for Haymarket Park for the term of the Agreement, which management shall be under the direction of Owner and subject to Owner's right to make the final decision in all instances of conflict between Owner and Manager, so long as said decision is commercially reasonable; provided, that if any decision made by Owner causes Manager to reasonably believe that such decision will preclude Manager from complying with one or more of the Performance Standards appended hereto, upon Manager so stating to Owner in writing, Manager shall, for that particular instance only, be excused from complying with the applicable Performance Standards mentioned in its writing.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Representations

(a) Owner's Representations to Manager. Owner hereby represents to Manager as follows:

(i) that it has been validly formed and duly exists as a corporation under the laws of the State of Nebraska, and that it is duly qualified to do business in the State of Nebraska;

(ii) that it has the full right, power and authority to grant the exclusive right to manage the food and beverage concessions within the baseball and softball stadiums at Haymarket Park including, but not limited to, the right to engage Manager to provide the design and construction consultation as well as management and operational services described in this Agreement;

(iii) that it is not prevented from entering into this Agreement or complying with its commitments hereunder by its corporate charter or by-laws, by any statute, regulation or order of any governmental authority;

(iv) that it is not prevented from entering into this Agreement or complying with its commitments hereunder by any statute, regulation, order of governmental or quasi-governmental authority or by any license, debt instrument, mortgage, lease, contract or other agreement or instrument binding it or any of its property;

(v) that it is duly authorized to enter into this Agreement and has taken all necessary corporate action to obtain such authorization and that no consent of, or notice to, any other individual, private entity, or governmental authority, its owners or the owner of the Haymarket Park) is required in connection with the execution, delivery, and performance of this Agreement;

(vi) that this Agreement, when properly executed by both parties, will constitute a legal, valid and binding agreement, enforceable by Manager in accordance with its terms;

(vii) that the party executing this Agreement on behalf of Owner has full right, power and authority to execute this Agreement and to bind Owner to the terms hereof; and

(viii) that, in the event Manager extends credit to patrons of the food and beverage facilities at the Stadium (it being understood that Manager is under no

obligation to extend such credit), Owner shall use its good faith, reasonable and diligent efforts to assist Manager in minimizing any uncollectible amounts from such patrons, which efforts may include, for example, and not by way of limitation:

- (a) including a security deposit requirement in all agreements governing the entrance to the Stadium (which security deposit may, after Manager has exerted diligent efforts to collect an outstanding balance, be used, in Manager's sole discretion, to pay off an outstanding balance);
- (b) including a provision in all agreements governing the entrance to the Stadium requiring that the patron provide, at all times, a valid credit card on file upon which Manager shall be entitled to charge outstanding balances, and
- (c) allowing Manager to suspend or withhold the delivery of any food and beverage products to any patron who has an outstanding balance that has not, after due notification, been paid in full.

(ix) that it shall use its good faith, reasonable and diligent efforts at all times to cooperate with and assist Manager in (A) providing quality food and beverage services to patrons of the Stadium, and (B) achieving maximum Gross Receipts and Net Receipts (as those terms are defined below) for the Operations (as that term is defined below).

(b) Manager's Representations to Owner. Manager hereby represents to Owner as follows:

(i) that it has been validly formed and duly exists as a limited partnership under the laws of the State of Illinois, and that it is duly qualified to do business in the State of Nebraska;

(ii) that it is duly authorized to enter into this Agreement and is not prevented from entering into this Agreement or complying with its commitments hereunder by its by-laws, by any statute, regulation or order of any governmental or quasi-governmental authority, or by any license, debt instrument, mortgage, lease, contract, or other agreement or instrument binding upon it or any of its property;

(iii) that it is duly authorized to enter into this Agreement and has taken all necessary action to obtain such authorization, and that no consent of, or notice

to, any other individual, private entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement;

(iv) that this Agreement, when properly executed by both parties, will constitute a legal, valid, and binding agreement, enforceable by Owner in accordance with its terms;

(v) that the party executing this agreement on behalf of Manager has full right, power and authority to execute this Agreement and to bind Manager to the terms hereof; and

(vi) that it shall use its good faith, reasonable and diligent efforts at all times to cooperate and assist Owner in (A) providing quality food and beverage services to patrons of the food and beverage facilities at the Stadium, (B) achieving maximum Gross Receipts and Net Receipts from the Operations and (C) complying with its Performance Standards as set forth on Exhibit C hereof.

2. Design and Construction Consultation. Manager shall reasonably consult with Owner in connection with certain phases of the design, development and construction of the Foodservice Facilities (as that term is defined below). Manager shall also perform such additional duties and responsibilities as are reasonably designated from time to time by Owner for the purpose of consulting with Owner with respect to the design, development and construction of the food and beverage facilities at the Stadium.

3. Management Services.

(a) Foodservice Facilities. Owner hereby retains Manager to operate and manage, on an exclusive basis, the entire food and beverage service operations (collectively, the "Operations") of, for and to the food and beverage facilities within the baseball and softball stadiums at Haymarket Park for all events during the term of this Agreement. In order to provide the services required of Manager hereunder, Manager shall have the exclusive right to use the kitchens, pantry areas and other areas of the Haymarket Park described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Facilities"). The food and beverage facilities at the Haymarket Park, together with the Facilities, shall hereinafter be referred to as the Foodservice Facilities. In addition, Manager shall have the exclusive right to utilize all of the equipment in the Facilities, which equipment is listed on Exhibit "B" attached hereto and made a part hereof (the "Equipment").

(b) Manager's Rights in the Foodservice Facilities. In order to enable Manager to fulfill its responsibilities under the Agreement, Owner hereby grants Manager the exclusive right to use all of the Foodservice Facilities as defined in paragraph 3 (a) above, except on those occasions, if any, chosen by the City of Lincoln as City special events, at which events Manager's right of exclusivity shall be applicable to the baseball

(v) Arranging for the addition to, and replacement or modification of, any element of the Foodservice Facilities, the cost of which shall be borne by Owner;

(vi) Consultation with Owner at such times as Owner and Manager believe reasonably appropriate for the purpose of eliminating operational problems and improving the Operations;

(vii) Arranging for the removal of all trash from the Facilities to various centralized collection points in the Haymarket Park, whereupon Owner shall be responsible for arranging for such trash to be properly and lawfully discarded;

(viii) Train its alcoholic beverage license manager and servers under the City of Lincoln approved training program, Hospitality Risk Management; and

(ix) Any and all other services which Owner and Manager, in their joint reasonable discretion, deem appropriate in order for Manager to effectively manage and operate the Operations in a manner at least consistent with, if not better than, Manager's performance of comparable services at facilities similar to the food and beverage facilities at the Stadium.

4. Operating Budget. Prior to the commencement of each year during the Term (or such other period upon which Owner and Manager shall mutually agree), Manager shall propose an operating budget ("Operating Budget") for the Operations, together with budgets for (a) the funds required from Owner to operate the Foodservice Facilities in accordance with the standards established in this Agreement, and (b) any capital expenditures (the cost of which shall be borne exclusively by Owner) to be made during such year to add to, replace or modify any of the furniture, fixtures or equipment to be included in the Foodservice Facilities, which Operating Budget shall be subject to Owner's approval. The Operating Budget shall include any changes to the Operations or the Foodservice Facilities which Manager recommends and any other additions, improvements or changes to the Operations which are reasonably approved by Owner. No less than once each month, Manager shall provide Owner with a statement of income and expenses for such Period in comparison to the applicable Operating Budget, together with an explanation for any variations between the Operating Budget and actual income and expenses for such month. In the event Owner disapproves the budget for any commercially reasonable reason, Manager shall rework and resubmit such budget until Owner's approval is secured; provided, that if any decision made by Owner causes Manager to reasonably believe that such decision will preclude Manager from complying with one or more of the Performance Standards appended hereto, upon Manager so stating to Owner in writing, Manager shall, in that particular instance only, be excused from complying with the applicable Performance Standards mentioned in its writing.

5. Conduct of the Operations.

(a) General. Manager agrees that it will conduct the Operations diligently and in good faith so as to maximize Gross Receipts (as that term is defined below) and Net Receipts and to promptly and courteously serve the patrons of the food and beverage facilities at the Haymarket Park at a high quality level customarily followed in the conduct of similar operations. The hours and days of operation during which the Foodservice Facilities shall be open shall be proposed by Manager and approved by Owner.

(b) Compliance with Laws, Policies and Programs. In connection with the conduct of the Operations, Manager shall promptly comply with and observe all federal, state and local laws, ordinances, regulations, orders or directions (including, without limitation, fire, building, health and sanitation codes and regulations) with respect to the sanitation and purity of the Food and Beverage Items, provided that nothing herein shall be interpreted to hold Manager responsible for such compliance as it relates to areas of the Haymarket Park other than the Foodservice Facilities. Manager shall also comply with the provisions of the Lease Agreement between Owner and the City of Lincoln.

(c) Condition of the Foodservice Facilities. Manager agrees to conduct the Operations in such a manner so as to reasonably preserve the condition of all areas of the Foodservice Facilities to which Manager shall have access in the course of the performance of its obligations hereunder. Manager agrees to keep the Foodservice Facilities and all other areas to be utilized by Manager neat, clean, and in a sanitary condition to such a degree that said Foodservice Facilities shall not be shut down or suspended for any period of time by the Lincoln-Lancaster County Health Department. Manager agrees to follow all reasonable and appropriate directions of Owner with respect thereto.

(d) Performance Standards. Manager agrees to provide food & beverage service at the baseball stadium at Haymarket Park in accordance with the Performance Standards delineated in Exhibit C attached hereto and hereby made a part hereof.

(e) Sponsorship Agreement. Manager and Owner recognize the value of securing sponsorship relationships for Haymarket Park. Manager agrees to accept such sponsorship agreements and to sell the Food and Beverage provided by such sponsors; provided Owner ensures that such sponsorship agreements do not impair the quality of the Food and Beverage items served by Manager (as compared to comparable items served at other venues in which Manager or its affiliates provides food and beverage service). Owner and Manager agree that they will not compromise the quality of the Food and Beverage items served in the operations in order to secure a sponsorship.

6. Sale and Delivery of Food and Beverage Items. Manager covenants that it shall at all times have available for sale in the Foodservice Facilities sufficient quantities and varieties of Food and Beverage Items and shall provide sufficient and competently trained personnel so that the Operations shall yield the maximum Gross Receipts and Net Receipts commensurate with the opportunities presented. All Food and Beverage Items sold by Manager, and the manner of serving and selling the Food and Beverage Items, shall be of a high quality. All deliveries of Food and Beverage Items and any other items used in connection with the Operations shall be made only at the times and through the locations in the Haymarket Park reasonably designated by Owner.

7. Employees and Agents.

(a) Conduct and Supervision of Employees and Agents. Manager agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the Operations so that they are aware of, and continuously practice, a high standard of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Manager shall use its reasonable, good faith and diligent efforts to assure that its employees shall (i) be neatly and cleanly uniformed, (ii) maintain personal cleanliness (iii) be polite and courteous and (iv) with respect to non-management employees, wear identification badges that are (A) reasonable in light of identification and security concerns and (B) unobtrusive and consistent with the uniforms worn by Manager's employees. Manager shall hire and at all times employ an experienced general manager who shall be subject to Owner's approval from time to time and who shall be available to, and shall consult with and shall regularly report to Owner regarding the conduct of the Operations.

(b) Cooperation with Other Employees. Manager agrees to cause its employees to cooperate in the use of the Haymarket Park facilities which are common to the Foodservice Facilities and to other operations at Haymarket Park. In this regard, Manager agrees to cause its employees to cooperate in all other reasonable manners with all employees and agents of Owner and with third parties performing services at Haymarket Park.

(c) Hiring and Employment Practices. Manager agrees that in the conduct of the Operations it will not discriminate or permit discrimination in its hiring or employment practices on the basis of any federal, state or local impermissible grounds. Upon receipt of notice from Owner of any reasonable and significant objection to any of Manager's employees, the employment of such person will be discontinued and a suitable person will be promptly substituted; provided, however, the Owner acknowledges that its right to require replacement of an employee employed by Manager is expressly subject to considerations and restrictions imposed upon Manager by any federal, state or local statute, law, code, regulations, or ordinance by any collective bargaining agreement or other contract affecting such employee.

(d) Labor Relations. Notwithstanding anything in this Agreement to the contrary, Manager shall have the sole and exclusive right and authority to implement all matters relating to labor relations in the Foodservice Facilities and with respect to the Operations, including, but not limited to, the determination of (i) the degree and methods of opposition (if any) to any union organizing efforts, (ii) all terms and provisions of any collective bargaining agreement(s) and (iii) counsel and consultants to be utilized in such efforts. Manager agrees to consult with Owner on labor relations strategy and costs. All of the costs, expenses and fees incurred in this regard shall be an Expense of the Operations.

8. Licenses and Permits. Manager shall obtain and maintain in force during the Term, all required food, liquor and other licenses and permits and renewals thereof and shall cause to be paid in accordance with the Operating Budget all fees and taxes which may be due and owing from time to time to federal, state or municipal authorities incidental to the Operations. Manager shall be the named licensee under all such licenses and permits and Owner shall do all acts or things that are necessary in order for Manager to obtain and maintain all such licenses and permits. Owner and Manager agree that Manager shall have the right to terminate this Agreement if Manager's right to sell alcoholic beverages at Haymarket Park is terminated, or suspended for more than 15 days, and such termination or suspension is not the fault of Manager. Throughout the Term, Owner or the owner of Haymarket Park shall, at their sole cost and expense, maintain all licenses and permits which may be required for the operation of Haymarket Park. At all times, Owner shall comply with the restrictions, rules and conditions of all such licenses and permits.

9. Collections and Payments of Taxes and Other Items.

(a) Payment of Taxes; Filing of Sales Tax Returns. Manager agrees to timely pay, from Gross Receipts, all sales, excise, employment and similar taxes relating to the Operations. Manager agrees to file separate sales tax returns reflecting the Operations only, it being understood that such returns shall be filed separately from all other sales tax returns required to be filed by Manager.

(b) Billing Practices and Procedures. In accordance with the terms of paragraph 1 (a) (viii) above, the practices and procedures for the invoicing and the extension of credit to customers of the Foodservice Facilities shall be subject to the reasonable approval of Owner. All uncollectible accounts shall be an Expense of the Operations in the Period in which such accounts are written off, only after commercially reasonable collection efforts have been made.

(c) Cash Handling and Cash Management Policies. In connection with the conduct of the Operations, Manager agrees to employ reasonable and appropriate internal

control procedures to protect against the misappropriation of cash funds, which procedures shall be subject to the reasonable approval of Owner. In addition, Manager agrees to deposit all cash Gross Receipts on a daily basis in a federally-insured depository institution determined by Owner and Manager.

(d) Replacement of Equipment and Purchase of Ancillary Items. Manager shall be responsible for consulting with Owner with respect to the purchase of all necessary replacements to equipment and for the purchase of additional equipment, the entire cost of which shall be borne by Owner. In addition, for Ancillary items (as defined below) over \$2500 per year, Manager shall consult with Owner. The purchase of Ancillary items shall be an Expense (as that term is defined below).

10. Use of Facilities.

(a) Access to Facilities. Access to the Foodservice Facilities shall be limited to the authorized representatives of, and other persons designated by, Owner and Manager for the purpose of the reasonable exercise of Owner's and Manager's rights and obligations hereunder.

(b) Signs, Displays and Advertising. Manager agrees that all signs and displays, and the content and graphics thereof, to be utilized by Manager at the Haymarket Park shall be subject to the prior reasonable approval of Owner. Manager may use its name and logo and that of any affiliate of Manager, as well as the name and logo of Owner and the name by which the Stadium and the Haymarket Park is known in the signage, displays, menus and similar items used in connection with the Operations. In addition, Manager may, in a reasonable and tasteful fashion, promote its affiliation with the Team, Owner and Stadium and the services provided by Manager under this Agreement in Manager's and its affiliates corporate stationery, brochures and similar promotional material.

(c) Parking. Owner shall provide to Manager, free of charge, fifty (50) parking spaces, located reasonably proximate to the Stadium and the Foodservice Facilities, for Manager's employees and vendors.

(d) Office Space and Equipment. Owner shall provide to Manager, at Owner's sole and exclusive expense, sufficient office space and equipment for Manager's employees (e.g., chefs, sous chefs, **[Director of Operations/General Manager]**) to manage the Operations, which shall include, but not be limited to, furniture, phone systems, HVAC, electricity and lighting.

11. Management Fee. In addition to its share of Net Receipts as described below, as reimbursement to Manager for providing the management services described in this Agreement, Manager shall be reimbursed, and shall retain, five percent (5%) of all Gross Receipts generated

in the food and beverage facilities at the Stadium during each Contract Year [the "Management Fee"]. The Management Fee shall be reimbursed to, and retained by, Manager on a month-by-month basis, based on sales for the prior month, throughout the duration of the Term.

12. Definition of Gross Receipts and Net Receipts; Split of Net Receipt; Expense Allocation.

(a) Definition of Gross Receipts. As used in this Agreement, the term "Gross Receipts" shall mean the sum of (i) total gross revenues actually collected from the Operations pursuant to the terms of this Agreement sold in or from the Foodservice Facilities, plus (ii) service charges or gratuities, plus (iii) any service or discount charges on credit card sales; provided, however, Gross Receipts shall not include any, (iv) city, county, state or federal use, excise or similar tax imposed on the sale or use of the Food and Beverage Items collected and paid to applicable taxing authorities by Manager.

(b) Definition of Net Receipts. As used in this Agreement, the term "Net Receipts" shall mean the Gross Receipts, minus (i) the items specifically identified elsewhere in this Agreement as being reimbursable out of, or chargeable against, Gross Receipts, and (ii) the items listed below, so long as the category has been listed in the approved budget, which list is intended by the Owner and Manager to be an exhaustive list of the types of expenses to be considered as expenses [the items listed below, together with the items referred to in clauses (i) and (ii) of this subparagraph (b) being hereinafter collectively referred to as the "Expenses"]:

(A) The actual cost to prepare and serve all Food and Beverage Items sold in the Foodservice Facilities, together with the actual cost of all serving dishes, serving pieces, containers, plates, silverware, glassware, cooking utensils, napkins, table linens and other similar items relating to the sale of Food and Beverage Items (hereinafter collectively referred to as the "Ancillary Items");

(B) Office and administration expenses including, but not limited to, the cost of office supplies, postage, computer software, telephone service, accounting and reporting, together with all payroll costs, including reasonable fringe benefits, payroll taxes, employee benefits, payroll administration expenses, severance payments, recruiting and relocation costs and related costs and expenses (for not more than one manager every 24 months during the Term) pertaining to all of Manager's employees engaged in the performance of the Operations;

(C) Costs of repairs and maintenance (but not including costs incurred for additions to, or replacements or modifications of) any element of the Foodservice Facilities;

(D) Costs incurred for pest control, trash removal, janitorial service, cleaning expenses, including, but not limited to, the cost of supplies;

(E) Insurance costs incurred by Manager in connection with providing the insurance required pursuant to this Agreement;

(F) Any amounts paid by Manager on claims relating to the Operations ("Deductibles Payments"), which claims would have been covered under the insurance policies approved by Owner but for the deductibles under such policies, whether such Deductibles Payments occur during or after the Term;

(G) Personal property taxes imposed on the Operations other than taxes on the real property in which the Foodservice Facilities are located;

(H) Cost of uniforms for all of Manager's employees and the costs of laundering all such uniforms;

(I) The cost of governmental charges such as the cost of obtaining and maintaining all necessary or required licenses;

(J) All pre-opening expenses generated in connection with the opening of the food and beverage facilities at the Stadium, including, but not limited to, all of the costs, expenses and fees incurred (i) in the case of Manager, reimbursement of all third-party expenses approved by Owner incurred in providing design and construction consultation services relating to the design and construction of the food and beverage facilities at the Stadium, (ii) to procure all required licenses and permits to conduct the Operations, (iii) if applicable, to establish and document the contractual relationship between Manager and any union(s) representing the employees that will work in the Foodservice Facilities, (for e.g., a collective bargaining agreement) and (iv) to market and promote the food and beverage facilities at the Stadium prior to the actual opening of the Haymarket Park, it being understood and agreed that marketing and promotional expenses include only those approved by Owner in advance but shall not necessarily be limited to, pre-opening promotional or training events or parties;

(K) Reasonable reserves to cover anticipated funding or cash requirements established by Manager and approved by Owner, in Owner's reasonable discretion;

(L) Payment of installments of the Management Fee pursuant to Paragraph 11 above;

(M) Any uncollectible amounts from the Operations, provided that Manager has exercised good faith reasonable and diligent efforts to minimize such uncollectible amounts; and

(N) Any other costs actually and reasonably incurred by Manager in connection with the Operations. It is expressly understood and agreed that (i) Manager is only providing management services to and for Owner and, accordingly, under no circumstances shall Manager ever be obligated to fund any portion of any operating deficits or "negative cash flow" from the Operations, and (ii) the term "Expenses" shall not include any payments of principal or interest which Owner is required to pay on indebtedness relating to the construction, renovation, modification or ownership of the Haymarket Park or any portion thereof.

(O) Notwithstanding anything in this Agreement to the contrary, the following expenses are not subtracted from Gross Receipts but are the responsibility of Manager:

(i) Any office and administration expenses including payroll and benefits that are not related to or incurred by employees assigned to and located at Haymarket Park;

(ii) Any claims or losses due to the negligence or misconduct of Manager, its employees or subcontractors to the extent not reimbursed by insurance, except for deductible payments set forth in Section 12 (b) (F) above;

(iii) Any fines or penalties relating to Manager's tax reporting;
and

(iv) Any moving expenses for employees, except for moving expenses incurred by one manager not more often than every twenty four months (which shall be an Expense of the Operation).

(c) Split of Net Receipts. Owner and Manager hereby formally acknowledge and agree that annual Net Receipts from the Operations shall be split on the following basis:

of the first \$250,000.00: 90% will be paid to Owner; 10% to Manager,
of the second \$250,000.00: 80% will be paid to Owner; 20% to Manager,
of the third \$250,000.00: 70% will be paid to Owner; 30% to Manager,
of the Net Receipts over \$750,001.00: 60% will be paid to Owner, 40% to Manager.

(d) Accountings. (i) Within thirty (30) days following the last day of each month during the Term, Manager shall provide Owner with a complete accounting (the "Interim Accounting"), setting forth the calculation of Gross Receipts and Net Receipts from the food and beverage facilities at the Haymarket Park, together with a payment of all Net Receipts (or, in the event that a deficiency exists, a statement of the required funding from Owner), if any, due with respect to such month, and (ii) within sixty (60) days following the conclusion of each calendar year during the Term, Manager shall provide Owner with a complete accounting (the "Final Accounting"), setting forth the calculation of Gross Receipts and Net Receipts from the food and beverage facilities at the Haymarket Park and the allocation of Expenses between such areas during such calendar year, in each case in accordance with a format that shall be mutually and reasonably agreed upon by Owner and Manager. At any time during the Term, and for a period of one (1) calendar year thereafter, Owner and its designated representatives shall have the opportunity, at their sole cost and expense (subject to the provisions set forth below), to inspect the books and records of Manager to verify the figures contained in each Interim Accounting or Final Accounting, as the case may be. In the event that Owner disputes such figures, Owner shall deliver a written notice of such dispute to Manager ("Dispute Notice"). If Owner and Manager are unable to resolve such dispute within ninety (90) days following the delivery of the Dispute Notice, Owner and Manager shall immediately submit the dispute for resolution to a nationally recognized public accounting firm to be mutually agreed to by Owner and Manager (the "Accounting Firm"). The determination of Gross Receipts and Net Receipts in accordance with the terms hereof made by the Accounting Firm after a full and complete inspection of Manager's books and records shall be final and binding upon the parties. If the Accounting Firm determines that the computation of Gross Receipts or Net Receipts contained in the Interim Accounting or Gross Receipts or Net Receipts made in the Final Accounting, as the case may be, is inaccurate, then either Owner shall promptly pay to Manager, or Manager shall promptly pay to Owner, such amount as is necessary to reflect the adjustment of Gross Receipts or Net Receipts based upon the Accounting Firm's determinations (the "Adjusted Amount"). If the Accounting Firm determines that the computation of Gross Receipts or Net Receipts contained in the Interim Accounting or Gross Receipts or Net Receipts contained in the Final Accounting, as the case may be, is understated by the greater of (i) \$25,000.00 or (ii) five percent (5%) or more, then, in addition to the Adjusted Amount, Manager shall pay the entire cost of the Accounting Firm's engagement. In all other events, the cost of the Accounting Firm's engagement and the costs of Owner's inspection of the books and records of Manager shall be borne by Owner.

(e) Year-End Adjustment. It is acknowledged by the parties that the payment of the Management Fee and any payments of Net Receipts as provided herein shall be reflected in each Interim Accounting. In the event that the figures set forth in any Final Accounting indicate that Manager or Owner actually received amounts which are greater than or less than the amounts which should have been received pursuant to the provisions

of this Agreement, then, the parties shall, within ten (10) days following receipt of the Final Accounting, make such payments to each other as may be necessary to insure that Manager and Owner have received the full and correct amounts to which each is entitled based upon the figures contained in the Final Accounting.

13. Scope; Duration; Termination; Default.

(a) Owner hereby grants Manager the right to be the exclusive provider of all management services for the Operations for a period of seven (7) years, commencing on June 1, 2001 (the "Commencement Date") and, unless otherwise extended by Owner pursuant to the terms of this Agreement, expiring on the seventh (7th) anniversary of the Commencement Date. For purposes of this Agreement, the term "Contract Year" shall mean the twelve (12) month period commencing on June 1 and expiring on the next ensuing May 31.

(b) Owner shall have the right to terminate this Agreement and Manager's services for all of the Operations upon the occurrence of any default by Manager provided that Owner, upon thirty (30) days prior written notice to Manager, specifies the nature of such default. A default shall be defined as the occurrence of any one (1) or more of the following:

(i) Manager shall file a voluntary petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Manager or of all or any substantial part of its properties (the term "acquiesce," as used herein, being deemed to include, but not be limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Manager seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and Manager shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the day of entry thereof, or any trustee, receiver, conservator or liquidator of Manager or of all or any substantial part of its properties shall be appointed without the consent of or acquiescence of Manager and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days;

(ii) Manager is in default of any of its material obligations under this Agreement including its obligation to adhere to Performance Standards (as defined herein) and fails to fully cure or remedy such default within thirty (30) days after written notice from Owner to Manager specifying, in sufficient detail, the nature of such default, or, if such default cannot reasonably be cured within thirty (30) days, fails to commence such cure or remedy within said thirty (30) day period and fails to diligently prosecute such cure or remedy to completion as soon as is reasonably possible thereafter;

(iii) Manager's license to sell alcoholic beverages at Haymarket Park is revoked, suspended for longer than fifteen days, or enjoined by a court of competent jurisdiction. Temporary suspensions, of fifteen days or less, as a result of a violation of Nebraska liquor laws or City of Lincoln ordinances, are not within the ambit of this sub-paragraph;

(iv) If Owner discontinues operating a minor league baseball team at Haymarket Park, Owner shall have no further financial obligation to Manager, other than for those circumstances herein provided that survive termination, but said discontinuance shall not operate to terminate Manager's contractual rights for the balance of the term of the Agreement; and

(v) Manager is barred for any reason from operating as a concessionaire or providing food and beverage service at Haymarket Park by the Lincoln-Lancaster county Health Department.

Upon termination of this Agreement pursuant to subparagraphs (i), (ii) and (iv) above, Manager shall be entitled to receive, as its compensation under this Agreement, all payments of the Management Fee related to Gross Receipts generated prior to termination, together with all payments of Net Receipts due and owing in accordance with Paragraph 12 (c) above.

(c) In the event that all of Manager's services are terminated as provided in this Paragraph 13, Manager shall, at the request of Owner, continue to serve as manager of the Operations until a successor is selected and commences work in the Foodservice Facilities or until such earlier date as Owner shall specify; provided that Manager shall not be obligated to so continue as Manager for a period in excess of thirty (30) days. The terms and conditions of this Agreement shall continue to be fully applicable during such period as if no termination had occurred; provided that such request shall be deemed to constitute Owner's agreement to pay Manager, in full, for its services during such period following termination as provided for herein.

(d) Manager shall have the right to terminate this Agreement upon the occurrence of any of the following events of default by Owner and upon written notice to the Owner specifying the nature of such default:

(i) Owner shall file a voluntary petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of its properties (the term "acquiesce," as used herein, being deemed to include, but not be limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Owner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and Owner shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the day of entry thereof, or any trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Owner and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days; or

(ii) Owner fails to timely perform any of its obligations under this Agreement or fails to timely make payments due to Manager hereunder in a reasonably timely fashion and such default is not cured within thirty (30) days after written notice is given by Manager to Owner of such default.

(e) Notwithstanding anything in this Agreement to the contrary, neither Owner nor Manager shall be entitled to seek, claim or collect damages in excess of the actual and direct damages actually incurred or sustained as a result of a breach or violation of this Agreement. Accordingly, Owner and Manager hereby expressly waive any right to seek, claim or collect any punitive or speculative damages in connection with, or related to, a breach or violation of this or any other agreement entered into between Owner and Manager.

(f) Owner hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twenty four (24) months following either the expiration or earlier termination of this Agreement, none of Owner, the owner of the Haymarket Park, any other food or beverage service operator or concessionaire providing

food and beverages in, to or for any areas of the Haymarket Park, nor any of their respective affiliates, related entities or individuals shall directly or indirectly solicit, hire, offer to hire or employ any former or current salaried or management-level employee of Manager (including, but not limited to, the general manager, chefs, sous chefs and the managers of the various areas of the Foodservice Facilities) to work in or in connection with the Haymarket Park or the Foodservice Facilities as a consultant, employee, independent contractor or otherwise in any other capacity, without Manager's prior written approval, which approval can be granted or denied in Manager's sole and absolute discretion. The provisions of this Paragraph 13(f) shall survive the termination of this Agreement for any reason.

(g) Any public announcements made upon the expiration or earlier termination of this Agreement shall be reasonably agreed upon in advance by Owner and Manager.

14. Indemnity.

(a) To the fullest extent permitted by law, Manager hereby indemnifies, defends, protects and forever holds Owner, its respective shareholders, officers, directors, partners, members, employees, agents and representatives (collectively, the "Owner's Indemnitees") harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, costs and expenses (including reasonable attorneys' fees, paraprofessional fees and court-related costs), such indemnity covering, but not being limited to, business interruption claims, bodily injury, sickness, disease, death or injury to or destruction of tangible property, but in all events, except as expressly provided below, only to the extent arising directly or indirectly, in whole or in part, out of the negligence or any misconduct, omission or breach of its material obligations under this Agreement by Manager or by any of its officers, directors, agents or employees, in connection with this Agreement or Manager's performance of its duties or authority hereunder. The indemnification obligation contained in this Paragraph 14(a) shall expressly include, but will not be limited to, damage which occurs as a result of the consumption of Food and Beverage Items sold by Manager at the Haymarket Park. Notwithstanding the foregoing, this Paragraph 14(a) does not require Manager to indemnify, defend, protect or hold Owner or Owner's Indemnitees harmless for claims, demands, losses, liabilities, actions, lawsuits or other proceedings, judgments, awards, costs and expenses resulting from (i) the willful or negligent acts or omissions of Owner or any of Owner's Indemnitees or any contractors hired or retained by any of them, (ii) the willful or negligent acts or omissions of the Haymarket Park construction contractor, any construction subcontractors, the Haymarket Park architect or any other persons involved in the design, construction, renovation or modification of the Haymarket Park (including, but not limited to, the Foodservice Facilities), or (iii) any damages, claims or liabilities resulting from any part of the Haymarket Park other than the Foodservice Facilities. If any action or proceeding (including any governmental investigation) shall be brought or asserted against Owner or Owner's Indemnitees, in respect of which

indemnity may be sought from Manager, Owner and Owner's Indemnitees, as the case may be, shall promptly notify Manager in writing and Manager shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to Owner and Owner's Indemnitees, as the case may be, and the payment of all expenses.

If Manager assumes the defense of such action or proceeding, any such indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such indemnified party unless (A) Manager, in its sole and absolute discretion, has agreed in advance and in writing to pay such fees and expenses, or (B) Manager has failed to assume the defense of such action or proceeding or employ counsel reasonably satisfactory to the indemnified party in any such action or proceeding. Manager shall not be liable for any settlement of any such action or proceeding effected without its written consent, but if there be a final judgment for the plaintiff in any such action or proceeding, or if any such action or proceeding shall be settled and Manager shall have consented to such settlement, Manager agrees to indemnify, protect, defend and hold harmless both Owner and Owner's Indemnitees from and against any loss or liability by reason of such judgment or settlement.

(b) To the fullest extent permitted by law, Owner hereby indemnifies, defends, protects and forever holds Manager, its partners, each of its and their respective shareholders, officers, directors, employees, agents and representatives (collectively, the "Manager's Indemnitees") harmless, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, costs and expenses (including reasonable attorneys' fees, paraprofessional fees and court-related costs), such indemnity covering, but not limited to, business interruption claims, bodily injury, sickness, disease, death or injury to or destruction of tangible property, but in all events, except as expressly provided below, only to the extent arising directly or indirectly, in whole or in part, out of the negligence or any misconduct or omission or breach of its obligations hereunder by Owner or by any of its officers, directors, agents or employees, in connection with this Agreement. Notwithstanding the foregoing, this Paragraph 14(b) does not require Owner to indemnify, defend, protect or hold Manager or Manager's Indemnitees harmless for claims, demands, losses, liabilities, actions, lawsuits or other proceedings, judgments, awards, costs and expenses resulting from the willful or negligent acts or omissions of Manager or any of Manager's Indemnitees. If any action or proceeding (including any governmental investigation) shall be brought or asserted against Manager or Manager's Indemnitees, in respect of which indemnity may be sought from Owner, Manager and Manager's Indemnitees, as the case may be, shall promptly notify Owner in writing, and Owner shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to Manager and Manager's Indemnitees, as the case may be, and the payment of all expenses. If Owner assumes the defense of such action or proceeding, any such indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such

indemnified party unless (i) Owner, in its sole and absolute discretion, has agreed in writing to pay such fees and expenses, or (ii) Owner has failed to assume the defense of such action or proceeding or employ counsel reasonably satisfactory to the indemnified party in any such action or proceeding. Owner shall not be liable for any settlement of any such action or proceeding effected without its written consent, but if there be a final judgment for the plaintiff in any such action or proceeding, or if any such action or proceeding shall be settled and Owner shall have consented to such settlement, Owner agrees to indemnify, protect, defend and hold harmless both Manager and Manager's Indemnitees from and against any loss or liability by reason of such judgment or settlement.

(c) Any monetary liability indemnified under subparagraph (a) or (b) above shall be reduced by the proceeds of insurance received by the indemnified party.

(d) The provisions of this Paragraph 14 shall survive the termination of this Agreement for any reason.

15. Agent. In performing its services hereunder, Manager is an agent of Owner and not an employee, independent contractor, partner or joint venturer of Owner.

16. Ownership in Foodservice Facilities; Authority of Manager. Manager shall have no ownership rights in the Foodservice Facilities, nor any claim of ownership with respect thereto, arising out of this Agreement or the performance of its services hereunder. This Agreement shall in no way be construed to authorize Manager to engage in any brokerage services or activities of any similar nature relating to the Foodservice Facilities.

17. Taxes and Contributions. Manager assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law, all federal, state and local taxes and contributions with respect to, assessed against, or measured by Manager's earnings hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Manager in connection with its services, and any and all other taxes (including tax penalties) and contributions applicable to its services for which Manager may be responsible under any laws or regulations, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions and benefits.

18. Qualification. Manager shall, at its own expense, qualify to do business in the State of Nebraska.

19. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be deemed to be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

20. Consents; Waiver. Owner and Manager hereby expressly acknowledge and agree that, unless otherwise expressly stated to the contrary in this Agreement, all of the consents and approvals that are necessary or required from either Owner or Manager hereunder shall not be unreasonably conditioned, delayed, withheld or denied. The granting of any consent or approval in any one instance by or on behalf of either Owner or Manager shall not be construed to waive or limit the need for such consent in any other or subsequent instance. No waiver, express or implied, by either Owner or Manager to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

21. Governing Law. This Agreement is entered into in the State of Nebraska and shall be governed by the laws thereof.

22. Time of Essence. Subject only to the provisions of Paragraph 23 below, time is of the essence in the performance of this Agreement.

23. Force Majeure. A delay in or failure of performance by Owner or Manager shall not constitute a default, nor shall Owner or Manager be held liable for loss or damage, if and to the extent that such delay, failure, loss or damage is caused by occurrences beyond the reasonable control of such party, and its agents, employees, contractors, subcontractors and consultants, including, but not limited to acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority or person purporting to act therefor, acts of declared or undeclared war, weapon of war employing atomic fission or radioactive force, whether in the time of peace or war, public disorders, rebellion, sabotage, revolution, earthquakes, tornadoes, floods, riots, strikes, labor or employment difficulties, delays in transportation, inability of a party to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities, or any other causes, whether direct or indirect, and whether or not of the same class or kind as those specifically above named, not within the reasonable control of such party, or its agent, employees, contractors, subcontractors and consultants, and which by the exercise of reasonable diligence said party is unable to prevent. Neither Owner nor Manager shall be entitled to the benefits of this Paragraph 23 unless it gives reasonably prompt written notice to the other of the existence of any event, occurrence or condition which it believes permits a delay in the performance of its obligations pursuant to this Paragraph 23; provided, however, if the other party is already aware of such event causing the Force Majeure, no such written notice shall be required.

24. Assignment and Subcontracts. Manager shall have no right, power, or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, or to delegate any duties or obligations arising hereunder, either voluntarily, involuntarily or by operation of law, without the prior written approval of Owner, which approval shall not be unreasonably withheld, conditioned or delayed. Manager shall not have any right, power or authority to subcontract all or any portion of Manager's services under this Agreement, without first obtaining the prior written approval of Owner, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that (1) Owner either sells or transfers its ownership interest in the Saltdogs professional baseball team or franchise, or (2) Owner sells or transfers its rights to grant the right to sell food and beverage items in the Haymarket Park, this Agreement shall be transferred or assigned, subject to Manager's approval, which approval shall not be unreasonably withheld, conditioned or delayed, provided that prior to the consummation of such sale, assignment or transfer, such purchaser(s), assignee(s) or transferee(s) expressly assumes in writing the terms and conditions of this Agreement and agrees to be bound by all of the obligations of Owner contained in this Agreement. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns. Owner shall use its best efforts to obtain a commitment or undertaking, in form and substance reasonably acceptable to Manager, from every person, firm or corporation that holds a lien or encumbrance affecting the Haymarket Park, stating that such person, firm or corporation shall not disturb Manager in its possession of the Foodservice Facilities and conduct of the Operations and will recognize and be subject to the rights granted to Manager under this Agreement and Manager hereby agrees to agree to such reasonable attornment provisions as such person, firm or corporation may reasonably request.

25. Modification of Agreement. This Agreement constitutes the entire agreement between the parties hereto. To be effective, any modification of this Agreement must be in writing and signed by an authorized representative of the party to be charged thereby.

26. Headings. The headings of the Paragraphs of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything contained herein or govern the rights or liabilities of the parties hereto.

27. Interpretation. Whenever the context requires, all words used in the singular number shall be deemed to include the plural and vice versa, and each gender shall include any other gender. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

28. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and, deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt as evidenced by written receipt for certified or registered mail or a nationally recognized overnight courier service, refusal or delivery or notification by the United States Postal Service to the sending party that the notice, request or communication is not deliverable at the address of the receiving party set forth below due to the unwillingness of the recipient to accept delivery:

If to Owner: Charles D. Meyer
President
Lincoln Professional Baseball, Inc.
C/o NEBCO
1815 Y Street
Lincoln, NE 68508

With a copy to: James W. Hewitt
Vice President & Legal Counsel
NEBCO, Inc.
1815 "Y" Street
Lincoln, NE 68508

If to Manager: Lawrence F. Levy
Chairman
Levy Restaurants
980 North Michigan Avenue
Suite 400
Chicago, Illinois 60611

With a copy to: Dana D. Rice
Sr. Vice President and General Counsel
Levy Restaurants
980 North Michigan Avenue
Suite 400
Chicago, Illinois 60611

With a copy to: Manager's Director of Operations at his/her offices in the
Haymarket Park

Notice of a change in address of one of the parties shall be given in writing to the other parties as provided above, but shall be effective only upon actual receipt.

29. Confidentiality.

(a) Any financial statements or other financial information that may be provided by either party to the other prior to the execution of, or pursuant to the requirements contained in, this Agreement, whether provided voluntarily or in satisfaction of an obligation to do so, and the terms of this Agreement, shall be kept strictly confidential by the party receiving the same, except and only to the extent that such information may be required to be reported for purposes of the receiving party's financial statements or public reporting requirements, to or by any duly constituted governmental authorities or to any bank or other financial institution providing financing to Manager, Owner or any of their respective affiliated or related entities or owners.

(b) During the course of the performance of Manager's services pursuant to this Agreement, Manager may utilize certain information that relates to its past, present or future research, development, business activities, products, services, technical knowledge and knowledge capital ("Confidential Information"). Furthermore, during the course of Manager's Services hereunder, Manager may utilize certain proprietary materials, tools and methodologies, including, but not limited to, software, programs and systems (including modifications and adaptations thereto), documentation, training manuals and procedures (hereinafter collectively referred to as "Service Solution Tools"). Service Solution Tools shall be deemed to be included as part of Manager's Confidential Information.

(c) Owner hereby agrees to use its good faith, reasonable and diligent efforts to protect the confidentiality of Manager's Confidential Information. Owner hereby agrees that it shall not have or retain any right, title or interest in the Confidential Information, except to use them during the term of this Agreement as expressly authorized by Manager from time-to-time and solely for the purpose of furthering Manager's services pursuant to this Agreement. Nothing in this Agreement shall prohibit or limit, in any way, Manager's use of the Service Solution Tools in any manner or for any purpose whatsoever.

(d) Owner hereby agrees that all Confidential Information, including, but not limited to, Service Solution Tools and copies thereof, shall be returned to Manager upon the first of the following to occur: (a) the completion of Manager's Services under this Agreement or (b) Manager's request.

(e) Owner and Manager hereby expressly acknowledge and agree that the terms and provisions of this Paragraph 29 shall survive the expiration or earlier termination of this Agreement.

(f) If Manager, in its sole discretion, authorizes Owner to use any Service Solution Tools, Owner may only use such Service Solution Tools for its internal business purpose and may not use or share them for the benefit of any other party. The Service

Solution Tools are made available "AS IS" without express or implied warranties of any kind.

30. Security. Owner shall be exclusively responsible for providing adequate security at the Haymarket Park, including the Foodservice Facilities. Manager acknowledges that Owner shall be responsible for public order and safety within the Foodservice Facilities and shall have the right and authority to eject individuals from the Foodservice Facilities as necessary.

31. Insurance.

(a) Liability Insurance. Manager shall obtain and maintain, at all times throughout the Term, comprehensive general liability (including liquor liability), property damage, and contractual liability insurance insuring against, among other things, the losses, expenses and liabilities described in Paragraph 14(a) above. The policy shall provide primary coverage and shall provide liability limits equal to \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate and Umbrella or Excess Liability coverage of \$15,000,000.00. In addition, Manager shall also obtain and maintain workers' compensation insurance coverage in accordance with the State of Nebraska statutory requirements. At Owner's reasonable request, Manager shall furnish to Owner a certificate of insurance evidencing that such insurance policy is in full force and effect, and such certificate shall be in a form acceptable to Owner, which acceptance shall not be unreasonably withheld, conditioned or delayed. Owner hereby agrees that it will obtain and maintain, at all times throughout the Term, adequate insurance to cover, among other customary risks that may be incurred and insured for by Owner, the losses, expenses and liabilities described in Paragraph 14(b) above. Coverage amounts of such policies shall be subject to approval by the City of Lincoln.

(b) Property Damage Insurance. Owner shall be responsible for maintaining all insurance for all of the furniture, fixtures and equipment utilized in connection with the Operations against property damage for one hundred percent (100%) of the replacement value of such assets. Owner hereby releases Manager from any and all liability and responsibility to Owner, or anyone claiming through and under Owner by way of subrogation or otherwise, for any loss, damage or injury to the property of Owner or its employees caused by fire or other peril, even if such fire or other peril shall have been caused by the fault of Manager or anyone for whom Manager may be responsible.

(c) Additional Insureds. If Manager's protection is not adversely affected and if Manager's insurer permits it, within fifteen (15) days of written request from Owner, Owner and, if requested by Owner, the City of Lincoln, shall, all be named as additional insured parties under all insurance policies described in this Paragraph 31(a).

(d) All insurers mentioned herein shall be qualified to do business in Nebraska, and shall be acceptable to Owner, which acceptance shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lincoln Professional Baseball, Inc.,
a Nebraska corporation

By:
Its: President

Levy Premium Foodservice Limited Partnership,
an Illinois limited partnership

By:
Its: Chairman of its General Partner, Levy GP Corporation

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